

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Release of the original Water and Sewer Cash Maintenance Bond in the amount of \$417.25 for the project known as Monroe Commerce Center West Ph 3

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve release of the original Water and Sewer Cash Maintenance Bond in the amount of \$417.25 for the project known as Monroe Commerce Center West Ph 3.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Cash Maintenance Bond (Small Bay Partners LLC.) in the amount of \$417.25 for water and sewer which was accepted by submission into County Records, Memorandum dated August 26, 2005 for the project known as Monroe Commerce Center West Ph 3.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the release of the original Water and Sewer Cash Maintenance Bond in the amount of \$417.25 for the project known as Monroe Commerce Center West Ph 3.

ATTACHMENTS:

1. Cash Maintenance Bond

Additionally Reviewed By: No additional reviews

ENVIRONMENTAL SERVICES DEPARTMENT



July 20, 2007

Small Bay Partners, LLC
Howard Schieferdecker
PO Box 940877
Maitland, FL 32794-0877

Re: Cash Maintenance Bond

Project Name: Monore Commerce Center West Ph 3
CK# 35530
Amount: \$417.25
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 7/18/07 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 7/18/07, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Cash Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

 for Brent Keith

Brent Keith
Sr. Utilities Inspector

c: Project File

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Small Bay Partners, LLC, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of Four hundred seventeen & 25/100 DOLLARS (\$417.25), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind Small Bay Partners, LLC, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated August 4, 2004 including surveying, engineering, and land clearing, for Florida Land Colonization Co. Limited, Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED 8/19, 2005.

9 P.O. BOX 940877

Address

MAITLAND, FLA 32794-0877

SMALL BAY PARTNERS, LLC
BY: LSL CORPORATION, ITS MANAGER (PRINCIPAL)

By: [Signature] (Signature)
HOWARD SCHTEPPEMEIER
Its PRESIDENT (Title)

[CORPORATE SEAL]

WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of August, 2005, between Small Bay Partners, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as Florida Land & Colonization Co. Limited as recorded in Plat Book 1, Page 114, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated August 4, 2004, (as subsequently revised or amended on March 8, 2005) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from August 19, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. currency) in the sum of Four hundred seventeen & 25/100 DOLLARS (\$ 417²⁵),

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of Four hundred seventeen & 25/100 DOLLARS (\$ 417²⁵) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of Four hundred seventeen & 25/100 DOLLARS (\$ 417²⁵) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from August 19, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the costs thereof, including, but not limited to engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

SMALL BAY PARTNERS, LLC
BY: LSL CORPORATION, ITS MANAGER (PRINCIPAL)

P.O. BOX 940877
Address

MAITLAND, FLA. 32794-0877

[CORPORATE SEAL]

By: Howard Schieferdecker (Signature)
Its PRESIDENT (Title)

WITNESSES:

Becky Hogg
James Wilcox

DEPARTMENT OF ENVIRONMENTAL SERVICES
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

Gary Lee Rudolph
Utilities Manager

Date: 8/23/05

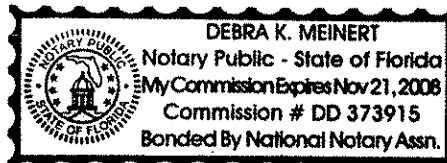
Within authority delegated by
the County Manager pursuant to
Resolution No. 97-R-66 adopted
March 11, 1997 and further
delegated by Memorandum dated
March 27, 1997, Re: Streamlining
of Development-Related Agenda
items and approved on April 2,
1997.

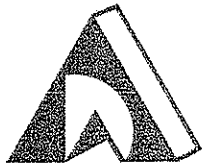
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 23 day of August, 2005 by
Gary Lee Rudolph the Utilities Manager of SEMINOLE COUNTY, a political subdivision of the State of Florida, on
behalf of the County. He/she is personally known to me or has produced _____ as identification.

Debra K. Meinert

NOTARY SEAL





A.D. ARNOLD

CONSTRUCTION CO.
GENERAL CONTRACTORS

August 19, 2005

Ms. Becky Noggle
SEMINOLE COUNTY
ENVIRONMENTAL SERVICES DEPARTMENT
500 West Lake Mary Blvd
Sanford, FL 32773

RE: Monroe Commercenter Phase III

Dear Becky,

Please accept this letter as an estimate of cost for the water distribution work in the ROW on the above referenced project. This work is itemized as follows:

8" wet tap	\$2,200.00
8" Gate Valve	\$900.00
8" DR14 PVC WM 65 lf @ \$16.5 =	\$1,072.50
	<hr/>
	\$4,172.50

Respectfully yours,
A.D. CONSTRUCTION CO


Alton D. Arnold, President

**Seminole County Water & Sewer
CONNECTION FEES**

Name _____
Address SMALL BAY PARTNERS
City A.D. ARNOLD CONSTRUCTION
Phone _____

Subdivision MONROE COMM CTR WEST 3 System _____
Lot No. _____ Street _____ No. _____
Work Order No. _____

PLACE INTO ESCROW FOR 2 YEAR MAINT.
BOND AND ESCROW AGREEMENT.

PAID:
Misc. \$ 417.25
Water \$
Sewer \$
Subtotal \$
Meter Set \$
Subtotal \$
Deposit \$
Total \$ 417.25

✓ # 35530

By B. NOGGLE Bla Date 8/19/05

24 Hour Advance Notice Required Before Pick Up.
Consumers: 678-8896 - Winter Park
Greenwood: 321-0349 - Lake Mary

White copy - office copy Green copy - finance Canary - deposit copy
Pink - consumer copy Goldenrod - development file copy

Utility Agreement

BCC Approved _____

BCC Pending Approval X